



GAIL FARBER, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

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P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

IN REPLY PLEASE

REFER TO FILE: PD-6

March 31, 2009

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

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March 31, 2009

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

**COOPERATIVE AGREEMENT BETWEEN
THE CITY OF LANCASTER AND THE COUNTY OF LOS ANGELES
AVENUE K AT 45TH STREET WEST TRAFFIC SIGNAL
CITY OF LANCASTER
(SUPERVISORIAL DISTRICT 5)
(3 VOTES)**

SUBJECT

This action is to approve and authorize the Director of Public Works or her designee to execute a cooperative agreement between the City of Lancaster and the County of Los Angeles to provide financing and delegation of responsibilities for the installation of a traffic signal and related road and drainage improvements at the intersection of Avenue K at 45th Street West.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Acting as a responsible agency, find that the project is categorically exempt from the provisions of the California Environmental Quality Act.
2. Approve and authorize the Director of Public Works or her designee to execute the cooperative agreement with the City of Lancaster to provide financing and delegation of responsibilities for the installation of a traffic signal and related road and drainage improvements at the intersection of

Avenue K at 45th Street West. The cooperative agreement provides for the City of Lancaster to perform the preliminary engineering and to administer the construction of the project, with the City of Lancaster and the County of Los Angeles to finance 25 percent and 75 percent of the total cost of the traffic signal construction, respectively. The cooperative agreement further provides for the City of Lancaster and the County of Los Angeles to finance their respective jurisdictional share of the road and drainage improvements. The total project cost is estimated to be \$1,090,000 with the County of Los Angeles' share estimated at \$850,000.

3. Authorize the Director of Public Works or her designee to approve up to 10 percent of the County of Los Angeles' estimated total contribution (equal to \$85,000), for any costs of unforeseen items that may occur during construction, thereby increasing the total cost for the County of Los Angeles from \$850,000 to \$935,000.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is for the County of Los Angeles (County) to provide up to a maximum of \$935,000, to finance the installation of a traffic signal and related road and drainage improvements at the intersection of Avenue K at 45th Street West and to authorize the City of Lancaster (City) to perform the preliminary engineering and administer the construction of the project.

Implementation of Strategic Plan Goals

The County Strategic Plan directs the provisions of Operational Effectiveness (Goal 1) and Community and Municipal Services (Goal 3). By installing a traffic signal and improving the roadway at the intersection of Avenue K at 45th Street West, the safety and quality of life of residents of the City and the unincorporated County areas who travel on these streets will be enhanced.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

The total project cost is currently estimated to be \$1,090,000 with the City's share estimated at \$240,000 and the County's share estimated at \$850,000. Funding for this project, including a 10 percent contingency of \$85,000 for unforeseen items of work for a maximum County cost of \$935,000, is included in the Fifth Supervisorial District's Road Construction Program in the Fiscal Year 2008-09 Road Fund Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The City and the County have determined that the traffic conditions at the intersection of Avenue K at 45th Street West warrant the installation of a new traffic signal. This intersection is jurisdictionally shared between the City (25 percent) and the County (75 percent). The cooperative agreement provides for the City and the County to finance 25 percent and 75 percent of the total cost of the traffic signal respectively, and their respective jurisdictional shares of the signing and striping for the traffic signal. The cooperative agreement also provides for the City and the County to finance their respective jurisdictional shares of the road and drainage improvements. The total project cost is estimated at \$1,090,000 with the City's share estimated at \$240,000 and the County's share estimated at \$850,000. The County's share cannot be increased without the County's prior written approval. As part of this approval, we are seeking authorization to establish a 10 percent contingency of \$85,000 for unforeseen items that may occur during construction. Under the terms of the cooperative agreement, the City will prepare the plans and administer the construction of the project. In addition, the City will maintain the traffic signal under the terms and conditions set forth in the Traffic Signal Maintenance Agreement No. 40800 between the City and the County. The project is anticipated to be completed in the summer of 2009.

The cooperative agreement will be executed in substantially similar form as the attached. It has been reviewed as to form by County Counsel.

ENVIRONMENTAL DOCUMENTATION

This project is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Section 15301(c) of the CEQA guidelines and Class 1(x), Subsections 5, 16, 20, 22, and 23 of the Environmental Reporting Procedures and Guidelines adopted by your Board on November 17, 1987. These exemptions provide for the maintenance and minor alteration to existing facilities. The City is the lead agency for this project and a Notice of Exemption was prepared by the City and filed with the Registrar-Recorder/County Clerk on November 4, 2008.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

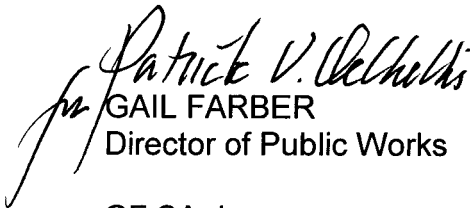
The installation of the traffic signal at this intersection will enhance the safety of traffic and pedestrians in the area.

The Honorable Board of Supervisors
March 31, 2009
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CONCLUSION

Please return one adopted copy of this letter to the Department of Public Works, Programs Development Division. After final approval by the Director of Public Works or her designee, a fully executed original of the agreement will be provided for your files.

Respectfully submitted,


GAIL FARBER
Director of Public Works

GF:SA:dg

Attachment

c: Chief Executive Office (Lari Sheehan)
County Counsel

A G R E E M E N T

THIS AGREEMENT, made and entered into by and between the CITY OF LANCASTER, a municipal corporation in the County of Los Angeles (hereinafter referred to as CITY) and the COUNTY OF LOS ANGELES, a political subdivision of the State of California (hereinafter referred to as COUNTY):

W I T N E S S E T H

WHEREAS, Avenue K is on the Highway Element of CITY'S General Plan and on COUNTY'S Highway Plan; and

WHEREAS, CITY and COUNTY propose to install a traffic signal at the intersection of Avenue K and 45th Street West (which work is hereinafter referred to as TRAFFIC SIGNAL); and install signing, striping and pavement markings at the aforementioned intersection (which work is hereinafter referred to as SIGNING AND STRIPING); and construct road improvements consisting of widening, concrete curb, gutter, sidewalk, and drainage improvements (which work is hereinafter referred to as ROAD IMPROVEMENTS); and

WHEREAS, TRAFFIC SIGNAL, SIGNING AND STRIPING, and ROAD IMPROVEMENTS together are hereinafter referred to as PROJECT; and

WHEREAS, PROJECT is within the shared geographical boundaries of CITY and COUNTY; and

WHEREAS, PROJECT is of general interest to CITY and COUNTY; and

WHEREAS, CITY is willing to perform the preliminary engineering, construction inspection and engineering, materials testing, construction survey, and contract administration for PROJECT; and

WHEREAS, COST OF TRAFFIC SIGNAL combined with COST OF SIGNING AND STRIPPING and COST OF ROAD IMPROVEMENTS is hereinafter referred to as COST OF PROJECT; and

WHEREAS, CITY and COUNTY are willing to finance 25 percent and 75 percent, respectively, of COST OF TRAFFIC SIGNAL; and

WHEREAS, CITY and COUNTY are both willing to finance their respective jurisdictional share of COST OF SIGNING AND STRIPING and of COST OF ROAD IMPROVEMENTS as described below in paragraph (4) b., below; and

WHEREAS, COST OF PROJECT is currently estimated to be One Million Ninety Thousand and 00/100 Dollars (\$1,090,000.00), with CITY'S share currently estimated to be Two Hundred Forty Thousand and 00/100 Dollars (\$240,000.00) and COUNTY'S

share currently estimated to be Eight Hundred Fifty Thousand and 00/100 Dollars (\$850,000.00).

NOW, THEREFORE, in consideration of the mutual benefits to be derived by CITY and COUNTY and of the promises herein contained, it is hereby agreed as follows:

(1) DEFINITIONS:

- a. The term JURISDICTION, as referred to in this AGREEMENT, shall be defined as the area within the geographical boundary of each governmental entity mentioned in this AGREEMENT.
- b. COST OF TRAFFIC SIGNAL, as referred to in this AGREEMENT, shall consist of the costs of preliminary engineering, construction contract, contract administration, construction inspection and engineering, materials testing, required materials, construction survey, utility relocation, traffic detour, and all other work necessary to construct TRAFFIC SIGNAL in accordance with the approved plans and shall include currently effective percentages added to total salaries, wages, and equipment costs to cover overhead, administration, and depreciation in connection with any or all of the aforementioned items.
- c. COST OF SIGNING AND STRIPING, as referred to in this AGREEMENT, shall consist of the costs of preliminary engineering, construction contract, contract administration, construction engineering and inspection, final striping, striping and marking, and all other work necessary to construct SIGNING AND STRIPING in accordance with approved plans and shall include currently effective percentages added to total salaries, wages, and equipment costs to cover overhead, administration, and depreciation in connection with any and all of the aforementioned items.
- d. COST OF ROAD IMPROVEMENTS, as referred to in this AGREEMENT, shall consist of preliminary engineering, construction contract, contract administration, construction inspection and engineering, materials testing, required materials, construction survey, utility relocation, traffic detour, and all other work necessary to construct ROAD IMPROVEMENTS in accordance with the approved plans and shall include currently effective percentages added to total salaries, wages, and equipment costs to cover overhead, administration, and depreciation in connection with any and all of the aforementioned items.
- e. COST OF PROJECT, as referred to in this AGREEMENT, shall be equal to the sum of COST OF TRAFFIC SIGNAL, COST OF SIGNING AND STRIPING, and COST OF ROAD IMPROVEMENTS.

- f. The cost of preliminary engineering, as referred to in this AGREEMENT, shall consist of the costs of environmental documentation; design survey; soils report; traffic index and geometric investigation; preparation of plans, specifications, and cost estimates; right-of-way certification; utility engineering; and all other necessary work prior to advertising of PROJECT for construction bids and shall include currently effective percentages added to total salaries, wages, and equipment costs to cover overhead, administration, and depreciation in connection with any and all of the aforementioned items.
- g. The cost of construction contract, as referred to in this AGREEMENT, shall consist of the total of all payments to the contractor for PROJECT and payments to utility companies or contractors for the relocation of facilities necessary for the construction of PROJECT.

(2) CITY AGREES:

- a. To perform the preliminary engineering, construction inspection and engineering, materials testing, construction survey, and contract administration for PROJECT.
- b. To finance 25 percent of COST OF TRAFFIC SIGNAL, the CITY'S share of COST OF SIGNING AND STRIPING and of COST OF ROAD IMPROVEMENTS, the amounts of which are to be determined by a final accounting pursuant to paragraph (4) b., below.
- c. Before advertising for construction bids, to obtain COUNTY'S approval of plans, specifications and cost estimate, and to apply for and obtain from COUNTY'S Department of Public Works all necessary permits authorizing CITY to construct those portions of PROJECT within COUNTY highway right of way.
- d. To advertise PROJECT for construction bids, to award and to administer the construction contract, and to act on behalf of COUNTY in all negotiations pertaining thereto.
- e. To obtain COUNTY approval of construction contract amount prior to entering into the construction contract for PROJECT, subject to paragraph (3) d. below.
- f. To ensure that COUNTY, and all officers and employees of COUNTY, are named as additional insured parties under the construction contractor's(s') Contractor General Liability and automobile insurance policies.
- g. To furnish COUNTY, within one hundred twenty (120) calendar days after final acceptance of PROJECT, a final accounting of the actual total COST

OF PROJECT, including an itemization of actual unit costs and actual contract quantities. It is understood that the COUNTY'S total contribution to the COST OF PROJECT is limited to a maximum amount of Eight Hundred Fifty Thousand and 00/100 dollars (\$850,000.00) without COUNTY'S prior written approval.

- h. Upon completion of PROJECT, to maintain in good condition and at CITY expense all SIGNING AND STRIPING and ROADWAY IMPROVEMENTS constructed as part of PROJECT within CITY'S JURISDICTION.

(3) COUNTY AGREES:

- a. To review and approve the plans, specifications, and cost estimate prepared by CITY for PROJECT, prior to advertising PROJECT for construction bids.
- b. Subject to the limitation stated in paragraph (2) g. above, to finance 75 percent of COST OF TRAFFIC SIGNAL, the COUNTY'S share of COST OF SIGNING AND STRIPING and of COST OF ROAD IMPROVEMENTS, the amounts of which are to be determined by a final accounting pursuant to paragraph (4) b., below.
- c. To deposit with CITY, following the opening of construction bids for PROJECT and upon demand by CITY, sufficient COUNTY funds to finance 75 percent of COST OF TRAFFIC SIGNAL and COUNTY'S share of COST OF SIGNING AND STRIPING and of COST OF ROAD IMPROVEMENTS, the total amount of which is currently estimated to be Eight Hundred Fifty Thousand and 00/100 Dollars (\$850,000.00). Said demand will consist of a billing invoice prepared by CITY.
- d. To review the construction contract bids for PROJECT and provide written approval, or other response, within ten (10) calendar days of presentation by CITY. COUNTY'S approval may only be withheld for good reason and in good faith. If COUNTY'S response is not received within said ten (10) calendar days, CITY may proceed with PROJECT.
- e. To appoint CITY as COUNTY'S attorney-in-fact for the purpose of representing COUNTY in all negotiations pertaining to the advertisement of PROJECT for construction bids, award, and administration of the construction contract, and in all things necessary and proper to complete PROJECT.
- f. Upon receipt of application from CITY and approval of construction plans for PROJECT, to issue CITY a no-fee permit(s) authorizing CITY to construct those portions of PROJECT within COUNTY highway right of

way and to construct those facilities that are to be maintained by COUNTY.

- g. Upon completion of PROJECT, to maintain in good condition and at COUNTY expense all SIGNING AND STRIPING and ROAD IMPROVEMENTS constructed as part of PROJECT within COUNTY'S JURISDICTION.

(4) IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS:

- a. Upon completion of PROJECT, all traffic signal improvements constructed as part of PROJECT within COUNTY and CITY will be maintained by CITY under the terms and conditions set forth in Traffic Signal Maintenance Agreement No. 40800 between the COUNTY and CITY.
- b. The final accounting of the actual total COST OF PROJECT shall allocate the COST OF SIGNING AND STRIPING and COST OF ROADWAY IMPROVEMENTS between CITY and COUNTY based on the location of the improvements and/or work done. Thus, the cost of all such work or improvements (including all engineering, administration, and all other costs incidental to any such work or improvement) located within COUNTY'S JURISDICTION shall be borne by COUNTY, subject to the limitations in paragraph (2) g. above. Such costs constitute COST OF SIGNING AND STRIPING and COST OF ROAD IMPROVEMENTS within COUNTY'S JURISDICTION. The cost of all such work or improvements (including all engineering, administration, and all other costs incidental to any such work or improvement) located within CITY'S JURISDICTION shall be borne by CITY. Such costs constitute COST OF SIGNING AND STRIPING and COST OF ROAD IMPROVEMENTS within CITY'S JURISDICTION.
- c. COUNTY shall review the final accounting invoice prepared by CITY and report in writing any discrepancies to CITY within thirty (30) calendar days after the date of said invoice. Undisputed charges shall be paid by COUNTY to CITY within thirty (30) calendar days after the date of said invoice. CITY shall review all disputed charges and submit a written justification detailing the basis for those charges within thirty (30) calendar days of receipt of COUNTY'S written report. COUNTY shall then make payment of the previously disputed charges or submit justification for nonpayment within thirty (30) calendar days after the date of CITY'S written justification. COUNTY'S payment of undisputed charges and/or previously disputed charges is subject to the limitations stated in paragraph (2) g. above.
- d. During construction of PROJECT, CITY shall furnish an inspector or other representative to perform the functions of an inspector. COUNTY may

also furnish, at no cost to CITY, an inspector or other representative to inspect construction of PROJECT. COUNTY shall have no obligation to inspect construction of PROJECT and no liability shall be attributable as a result of COUNTY'S inspection or failure to inspect. Said inspectors shall cooperate and consult with each other, but the orders of CITY inspector to the contractor or any other person in charge of construction shall prevail and be final and CITY inspector shall be responsible for proper inspection of PROJECT, as needed.

- e. This AGREEMENT may be amended or modified only by mutual written consent of COUNTY and CITY.
- f. Any correspondence, communication, or contact concerning this AGREEMENT shall be directed to the following:

CITY: Mr. Randy Williams
Director of Public Works
City of Lancaster
44933 North Fern Avenue
Lancaster, CA 93534-2461

COUNTY: Ms. Gail Farber
Director of Public Works
County of Los Angeles
Department of Public Works
P.O. Box 1460
Alhambra, CA 91802-1460

- g. Neither COUNTY nor any officer or employee of COUNTY shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of CITY under this AGREEMENT. It is also understood and agreed that, pursuant to Government Code, Section 895.4, CITY shall fully indemnify, defend, and hold COUNTY harmless from any liability imposed for injury (as defined by Government Code, Section 810.8) occurring by reason of any acts or omissions on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of CITY under this AGREEMENT.
- h. Neither CITY nor any officer or employee of CITY shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of COUNTY under this AGREEMENT. It is also understood and agreed that, pursuant to Government Code, Section 895.4, COUNTY shall fully indemnify,

[illegible]

- [illegible]

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers, duly authorized, by the CITY OF LANCASTER on _____, 2009, and by the COUNTY OF LOS ANGELES on _____, 2009.

COUNTY OF LOS ANGELES

By _____
Director of Public Works

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By _____
Deputy

CITY OF LANCASTER

By _____
Mayor

ATTEST:

By _____
City Clerk

APPROVED AS TO FORM:

By _____
City Attorney